

20060628000312440 1/3 \$169.00  
Shelby Cnty Judge of Probate, AL  
06/28/2006 03:13:50PM FILED/CERT

**WHEN RECORDED MAIL TO:**

AmSouth Bank



STROUD, CHARLES J

Record and Return To:  
Fiserv Lending Solutions  
600A N. John Rhodes Blvd  
Melbourne, FL 32934

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499619866  
2006121147280

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated June 9, 2006, is made and executed between **CHARLES J STROUD, A/K/A CHARLES JEFFREY STROUD**, whose address is **377 RED STICK RD, PELHAM, AL 351243736** and **LAURIE K STROUD**, whose address is **337 RED STICK RD, PELHAM, AL 351243736**; husband and wife (referred to below as "Grantor") and **AmSouth Bank**, whose address is **200 Corporate Ridge North, Birmingham, AL 35242** (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 7, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED ON 11-29-2001 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA INSTR # 2001-51713 MOD 09-27-2005 REC ON 11-02-2005 INSTR # 20051102000569120.**

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as **377 RED STICK ROAD, PELHAM, AL 351240000.**

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

**The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$50000 to \$150000.**

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 9, 2006.**

**THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**


GRANTOR

X  (Seal)  
CHARLES J STROUD

X  (Seal)  
LAURIE K STROUD

LENDER:

AMSOUTH BANK

X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: Kyeshia Skinner  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **CHARLES J STROUD and LAURIE K STROUD, husband and wife**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9 day of June, 2006.

[Signature]  
Notary Public

MY COMMISSION EXPIRES OCTOBER 15, 2008

My commission expires \_\_\_\_\_

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )


I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Mathew Benfield a corporation, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.


Given under my hand and official seal this 9 day of June, 2006.

[Signature]  
Notary Public

MY COMMISSION EXPIRES OCTOBER 15, 2008

My commission expires \_\_\_\_\_

  
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## SCHEDULE A

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY,  
ALABAMA, TO WIT:

LOT 12, BLOCK 2, ACCORDING TO THE SURVEY OF INDIAN WOOD  
FOREST, SECTION 3, AS RECORDED IN MAP BOOK 7 PAGE 104, IN THE  
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 377 RED STICK RD

PARCEL: 105220002022043